

1 BILL NO. S-86-0823

2 SPECIAL ORDINANCE NO. S-

148-86

3 AN ORDINANCE approving a proposed
4 lease between the City of Fort Wayne,
5 Indiana, and Park Center, Inc., of
6 2.993 acres of land, more or less, for
the extension of the comprehensive
mental health center at 909 East State
Boulevard, Fort Wayne, Indiana.

7 WHEREAS, Acts 1976, PL 158 of the General Assembly of
8 the State of Indiana provided for the transfer of certain lands
9 from the State of Indiana to the City of Fort Wayne;

10 WHEREAS, Section 3 of Acts 1976, PL 158 of the General
11 Assembly of the State of Indiana provided that a certain three (3)
12 acres of the real estate described in said Act which are adjacent
13 to the Comprehensive Mental Health Center was to be held by the
14 City of Fort Wayne for future use by said Center; and further pro-
15 vided that when the Center should request that the City transfer
16 said three (3) acres, the City would immediately execute a lease
17 to the Center, which lease may require no more rent than One
18 Dollar (\$1.00) per year to be paid by the Center to the City for
19 the use of the land;

20 WHEREAS, said three (3) acres of the real estate de-
21 scribed in said act is more particularly described as follows,
22 to-wit:

23 Part of Lot 7 in HANNA'S PLAT "C", said
24 lot being in the Northwest Fractional
one-quarter of Section 36, Township 31
25 North, Range 12 East, Allen County, Indiana,
as recorded in Deed Record 45, page 22,
26 in the Office of the Recorder of said
County, in particular described as follows
to-wit:

27 To arrive at the point of beginning,
28 commence on the North line of State Boule-
29 vard at its intersection by the West
line of Kentucky Avenue as established
30 in the Plat of KINCADE HOMESTEAD ADDITION,
as recorded in Plat Book 7B, page 103,
31 in the Office of the Recorder of said
County; thence Northerly along the West
32 line of said Kentucky Avenue (40 feet
wide), a distance of 800 feet to the
aforementioned point of beginning and
33 the Northeast corner of 14.692 acres

1 Page Two

2 quit-claimed to the COUNTY OF ALLEN by
3 the State of Indiana as recorded in Document
4 No. 73-12448; thence Westerly by a deflection
5 left of 90 degrees 33 minutes along the
6 North line of said 14.692 acres, a distance
7 of 800 feet to the Northwest corner of
8 said 14.692 acres; thence Northerly by
9 a deflection right to 90 degrees 33 minutes
10 on a line parallel to the West line of
11 Kentucky Avenue, a distance of 163.0
feet; thence Easterly by a deflection
right of 89 degrees 27 minutes, a distance
of 800 feet to the West line of said
Kentucky Avenue (40 feet wide); thence
Southerly on the line aforesaid by a
deflection right of 90 degrees 33 minutes,
a distance of 163.0 feet to the point
of beginning; containing 2.993 acres,
more or less.

12 and

13 WHEREAS, Park Center, Inc., formerly known as Mental
14 Health Center at Fort Wayne, Inc., an Indiana not-for-profit
15 corporation, is the comprehensive mental health center located at
16 Fort Wayne, Indiana;

17 WHEREAS, by Statutory Quitclaim Deed executed by the
18 Governor of the State of Indiana on the 30th day of August, 1979,
19 the State of Indiana, pursuant to Acts 1976, PL 158 of the General
20 Assembly of the State of Indiana, as amended by Acts 1979, PL 312
21 of the General Assembly of the State of Indiana, released and quit-
22 claimed to the City of Fort Wayne, Indiana, certain real estate
23 located in the City of Fort Wayne, County of Allen, Indiana, as
24 more particularly described in said Statutory Quitclaim Deed; and

25 WHEREAS, Exception 2 of said Statutory Quitclaim Deed
26 reserved the above described three (3) acres of land for the
27 future use of the comprehensive mental health center; and

28 WHEREAS, by letter dated February 10, 1986, Park Center,
29 Inc. has requested that the City of Fort Wayne enter into a
30 lease for the lands and upon the terms and conditions set forth in
31 Acts 1976, PL 158 of the General Assembly of the State of Indiana
32 and in the aforesaid Statutory Quitclaim Deed.

1 Page Three

2 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
3 THE CITY OF FORT WAYNE, INDIANA:

4 SECTION 1. That a certain proposed lease between the
5 City of Fort Wayne, Indiana, as Lessor, and Park Center, Inc.,
6 as Lessee, conforms with Acts 1976, PL 158 of the General Assembly
7 of the State of Indiana which mandates the City of Fort Wayne to
8 enter into a lease to the comprehensive mental health center, to-wit,
9 Park Center, Inc., an Indiana not-for-profit corporation, for
10 comprehensive mental health center purposes, which property is
11 more particularly described hereinafter, to-wit:

12 Part of Lot 7 in HANNA'S PLAT "C", said
13 lot being in the Northwest Fractional
14 one-quarter of Section 36, Township 31
15 North, Range 12 East, Allen County, Indiana,
16 as recorded in Deed Record 45, page 22,
17 in the Office of the Recorder of said
18 County, in particular described as follows
19 to-wit:

20 To arrive at the point of beginning,
21 commence on the North line of State Boule-
22 vard at its intersection by the West
23 line of Kentucky Avenue as established
24 in the Plat of KINCADE HOMESTEAD ADDITION,
25 as recorded in Plat Book 7B, page 103,
26 in the Office of the Recorder of said
27 County; thence Northerly along the West
28 line of said Kentucky Avenue (40 feet
29 wide), a distance of 800 feet to the
30 aforementioned point of beginning and
31 the Northeast corner of 14.692 acres
32 quit-claimed to the COUNTY OF ALLEN by
the State of Indiana as recorded in Document
No. 73-12448; thence Westerly by a deflection
left of 90 degrees 33 minutes along the
North line of said 14.692 acres, a distance
of 800 feet to the Northwest corner of
said 14.692 acres; thence Northerly by
a deflection right to 90 degrees 33 minutes
on a line parallel to the West line of
Kentucky Avenue, a distance of 163.0
feet; thence Easterly by a deflection
right of 89 degrees 27 minutes, a distance
of 800 feet to the West line of said
Kentucky Avenue (40 feet wide); thence
Southerly on the line aforesaid by a
deflection right of 90 degrees 33 minutes,
a distance of 163.0 feet to the point
of beginning; containing 2.993 acres,
more or less,


1 Page Four

2 Such proposed lease is attached hereto as a part hereof as
3 Exhibit "A", and a copy of same is on file with the City Clerk's
4 Office of the City of Fort Wayne and available for public inspec-
5 tion. Such lease is hereby ratified and approved in all respects
6 and the Mayor and members of the Board of Public Works and Safety
7 are hereby authorized to execute same.

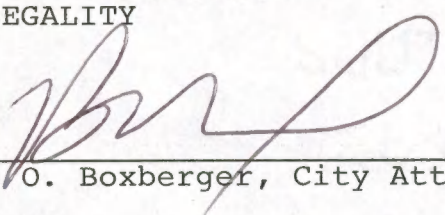
8 SECTION 2. That the lease shall be for the amount of
9 One Dollar (\$1.00) per year, and shall be renewable for periods
10 of one (1) year at a time so long as the property continues to be
11 used for comprehensive mental health center purposes.

12 SECTION 3. The lease herein referred to is a lease to
13 a not-for-profit organization, as referred to in Indiana Code
14 36-1-11-1(b)(7) and thus, other requirements dealing with the
15 Disposal of Property Act are not required.

16 SECTION 4. That this Ordinance shall be in full force
17 and effect from and after its passage and any and all necessary
18 approval by the Mayor.

19
20 
21 Councilmember

22 APPROVED AS TO FORM
23 AND LEGALITY

24 
25 Bruce O. Boxberger, City Attorney
26
27
28
29
30
31
32

REAL ESTATE LEASE

THIS AGREEMENT, made and entered into by and between the CITY OF FORT WAYNE, INDIANA (hereinafter called "LESSOR"), and PARK CENTER, INC., a comprehensive mental health center, incorporated as a not-for-profit corporation of the State of Indiana (hereinafter called "LESSEE"), pursuant to the terms of Acts 1976, PL 158 of the General Assembly of the State of Indiana,

W I T N E S S E T H:

LESSOR, in consideration of the rents and covenants herein contained, does hereby lease to LESSEE the following described real estate in the City of Fort Wayne, County of Allen, State of Indiana, to wit:

Part of Lot 7 in HANNA'S PLAT "C", said lot being in the Northwest Fractional one-quarter of Section 36, Township 31 North, Range 12 East, Allen County, Indiana, as recorded in Deed Record 45, page 22, in the Office of the Recorder of said County, in particular described as follows to-wit:

To arrive at the point of beginning, commence on the North line of State Boulevard at its intersection by the West line of Kentucky Avenue as established in the Plat of KINCADE HOMESTEAD ADDITION, as recorded in Plat Book 7B, page 103, in the Office of the Recorder of said County; thence Northerly along the West line of said Kentucky Avenue (40 feet wide), a distance of 800 feet to the aforementioned point of beginning and the Northeast corner of 14.692 acres quit-claimed to the COUNTY OF ALLEN by the State of Indiana as recorded in Document No. 73-12448; thence Westerly by a deflection left of 90 degrees 33 minutes along the North line of said 14.692 acres, a distance of 800 feet to the Northwest corner of said 14.692 acres; thence Northerly by a deflection right to 90 degrees 33 minutes on a line parallel to the West line of Kentucky Avenue, a distance of 163.0 feet; thence Easterly by a deflection right of 89 degrees 27 minutes, a distance of 800 feet to the West line of said Kentucky Avenue (40 feet wide); thence Southerly on the line aforesaid by a deflection right of 90 degrees 33 minutes, a distance of 163.0 feet to the point of beginning; containing 2.993 acres, more or less.

to have and to hold unto said LESSEE on a year to year term so long as the real property hereinabove described is used as a part of and in connection with the delivery of comprehensive mental health center services, and in

consideration therefor LESSEE does agree to pay rental in the amount of One Dollar (\$1.00) per year, the first payment being due and payable on the first day of the month following the execution of this lease, and a like sum on the first day of such month each year thereafter during the term of this lease. All sums due from LESSEE hereunder shall be payable in care of the Controller of the City of Fort Wayne, without relief from valuation or appraisal laws, at the City-County Building, City of Fort Wayne, State of Indiana, or such other place as LESSOR may designate in writing.

USE OF PREMISES

LESSEE does covenant and agree that said premises shall be used as a part of and in connection with the delivery of comprehensive mental health center services and for no other purpose.

LESSEE ACCEPTS PREMISES

LESSEE has examined said premises prior to and as a condition precedent to its acceptance and the execution hereof, and is satisfied with the physical condition thereof, and its taking possession thereof shall be conclusive evidence of its receipt thereof in good order and repair, except as otherwise specified herein, and agrees and admits that no representation as to the condition of repair thereof has been made by LESSOR or its agent, which is not expressed or endorsed herein; and LESSEE likewise agrees and admits that no agreement or promise to repair or improve said premises, either before or after the execution hereof, not contained herein, has been made by LESSOR or its agent.

TAXES, ASSESSMENTS, ETC.

LESSEE shall pay and discharge all existing and future taxes, assessments, duties, imposition, and burdens assessed, charged, or imposed, upon the premises or any erections thereon, or upon the owner or occupier in respect thereof, and shall deliver to LESSOR promptly proper and sufficient receipts and other evidence of the payment and discharge of the same.

BUILDINGS AND IMPROVEMENTS

LESSEE may at its own cost erect upon the premises hereinabove described a building to be used as a part of and in connection with the delivery of comprehensive mental health center services, together with ancillary buildings and improvements thereon as needed. any such building(s) and improvement(s) shall be of modern and substantial construction and shall conform to all building rules and regulations applicable to said premises. LESSEE shall execute and deliver to LESSOR at the commencement of any such construction a bond, in form and with one or more sureties satisfactory to LESSOR, conditioned for the indemnity of LESSOR against all mechanics' and other liens which may arise or be created in the erection of any such building or buildings, and that, when completed, such building or buildings and premises shall be free from all liens.

LIENS OR ENCUMBRANCES

LESSEE shall not suffer the premises or any erection or improvements thereon to become subject to any lien, charge, or encumbrance whatsoever, without the express written consent of LESSOR, and shall indemnify LESSOR against all such liens, charges, and encumbrances; it being expressly agreed that LESSEE shall have no authority, express or implied, to create any lien, charge, or encumbrance, without the express written consent of LESSOR, upon the premises or the improvements thereon.

INSURANCE

LESSEE shall at its own expense keep all improvements which may hereafter be erected upon said real estate during the continuance of this lease insured against loss by fire and extended coverage in one or more responsible company or companies to the satisfaction of LESSOR, in an amount not less than the full insurable value of any such buildings and improvements, which said company or companies shall be authorized to transact business in the State of Indiana, and maintain an agency in the City of Fort Wayne,

Indiana. LESSEE shall further hold LESSOR harmless and indemnify LESSOR against all claims, of whatever nature, arising out of any use of this property. All insurance shall be carried in the name of LESSEE. Copies of all insurance policies shall be given to LESSOR.

In case of loss of or damage to any building or improvement located upon the leased premises at any time during the life of this lease by fire or other cause against which any insurance is carried upon such improvement, all amounts received upon such policies of insurance in payment of loss shall be entirely devoted to and paid out for the replacing of the building, improvements or portion thereof damaged or destroyed.

DAMAGE OR DESTRUCTION

If any building or improvement, now or at any time during the life of this lease upon said premises, shall during the term of this lease, be injured or destroyed by fire or other cause, the LESSEE covenants and agrees, immediately after such loss, to begin the rebuilding, repairing or replacing of such building or improvement so injured or destroyed, and to complete the restoration or replacement of such injured or destroyed improvement within a reasonable time thereafter, and to restore or rebuild and replace such building or improvement or portion thereof substantially as it was before such injury or destruction.

LESSEE shall have the right, however, to replace any building or improvement so injured or destroyed by a building of different plan and construction, provided such new building or buildings shall be as good and substantial and constructed of as good and substantial materials as the building or improvements so injured or destroyed had been, and shall be of equal or greater value.

LESSEE shall pay all expense of such repair and construction and indemnify and keep LESSOR harmless from any and all costs and expenses of every kind and nature on account of such operations, subject to the terms and

conditions of this lease as they relate to original construction.

REPAIRS AND INDEMNITY

LESSEE will at its own expense keep any building and improvements in good, safe and secure condition, and will in all respects conform to and comply with all the municipal, state, or other governing laws, ordinances, rules and regulations which may affect and apply to said premises, and that it will keep and save LESSOR harmless from any penalty, damages, charges, costs and expense of any kind whatsoever imposed or in any way caused on account of the violation of any law or ordinance, whether occasioned by the neglect of LESSEE or any other person or persons, and will save LESSOR harmless from and will bear any loss, costs, damage or expense, including attorney fees, arising out of any accidents or other occurrences resulting in injury to any person or persons, or property and due directly or indirectly to the use or construction of said premises or any part thereof by LESSEE, or any person holding under it, or caused by LESSEE's failure to keep any of the agreements herein contained to be kept and performed by it.

ASSIGNMENT

LESSEE may assign this lease, with LESSOR's prior written consent, to any succeeding person, firm or corporation in charge of the operation of the comprehensive mental health center located on the leased property and the property adjacent to the leased property.

SURRENDER

At the termination of this lease, LESSEE shall surrender the premises with all buildings and improvements erected thereon and additions thereto in such repair and condition as shall be in accordance with the covenants herein contained.

LESSOR'S RIGHTS UPON DEFAULT

Should LESSEE at any time be in default in the payment of any sums due hereunder, no right of cancellation shall be available to LESSOR until LESSOR shall have notified LESSEE in writing by certified mail, return receipt requested, at LESSEE's regular mailing address, which is currently 909 East State Boulevard, Fort Wayne, Indiana 46805, allowing for thirty (30) days within which to cure said default.

It is expressly understood by the parties hereto in accordance with the provisions of Acts 1976, PL 158 of the General Assembly of the State of Indiana, Section 5, that upon any attempted use of the real estate for any purposes other than as described in said PL 158, all rights in the real estate shall revert to the State of Indiana.

It is agreed that the covenants, stipulations and conditions herein contained shall inure to the benefit of and shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused these presents to be executed in duplicate this _____ day of _____, 1986, by the proper officers of LESSEE, pursuant to the authorization and direction of its Board of Directors, and by LESSOR by its duly elected and qualified Mayor and its duly appointed and qualified Director of Public Works, Director of Administration and Finance, and Director of Public Safety, and attested by its duly elected and qualified City Clerk, with the seal of the City of Fort Wayne, State of Indiana, affixed hereto.

LESSOR:

CITY OF FORT WAYNE

By _____
Winfield C. Moses, Jr.,
Mayor

Director of Public Works

Cosette R. Simon, Director
of Administration and Finance

Lawrence D. Consalvos,
Director of Public Safety

ATTEST:

Sandra E. Kennedy,
City Clerk

LESSEE:

PARK CENTER, INC.

By
Kenneth J. Clark,
President

ATTEST:

Patricia O. Parker,
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Winfield C. Moses, Jr., to me known to be the Mayor of the City of Fort Wayne; Sandra E. Kennedy, known to me to be the City Clerk of the City of Fort Wayne; _____, known to me to be the Director of Public Works of the City of Fort Wayne; Cosette R. Simon, known to me to be the Director of Administration and Finance of the City of Fort Wayne; and Lawrence D. Consalvos, known to me to be the Director of Public Safety of the City of Fort Wayne, who as such elected and appointed officials of the City of Fort Wayne acknowledged the execution of the foregoing Lease, and affixed thereto the Seal of the City of Fort Wayne for the uses and purposes therein set forth.

WITNESS my hand and official seal this _____ day
of _____, 1986.

Notary Public

County of Residence: _____

My Commission expires:

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Kenneth J. Clark and Patricia O. Parker, known to me to be the President and the Secretary, respectively, of Park Center, Inc., an Indiana not-for-profit corporation, and acknowledged the execution of the foregoing Lease as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal this _____ day of _____, 1986.

Notary Public

County of Residence: _____

My Commission expires:

This Instrument prepared by:

Jerome J. O'Dowd
Attorney at Law
902 Commerce Building
Fort Wayne, IN 46802-2355

Read the first time in full and on motion by GiaQuinta,
seconded by E. Stier, and duly adopted, read the second time
by title and referred to the Committee Finance (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____.M., E.S

DATE: 8-26-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by GiaQuinta,
seconded by E. Stier, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	<u>✓</u>	_____

DATE: 9-9-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-148-86
on the 9th day of September, 1986,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 10th day of September, 1986,
at the hour of 11:00 o'clock A..M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of September,
1986, at the hour of 3:00 o'clock P..M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

BILL NO. S-86-08-23

Hold until 9/9

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving a proposed lease
between the City of Fort Wayne, Indiana, and Park Center, Inc., of
2,993 acres of land, more or less, for the extension of the
comprehensive mental health center at 909 East State Boulevard,
Fort Wayne, Indiana

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

NO

[Signature]
MARK E. GIAQUINTA
CHAIRMAN

[Signature]
CHARLES B. REDD
VICE CHAIRMAN

[Signature]
PAUL M. BURNS

[Signature]
JANET G. BRADBURY

[Signature]
JAMES S. STIER

CONCURRED IN 9-9-86

SANDRA E. KENNEDY
CITY CLERK